

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

A	BATCH	37
1	2	5
MONTH/YEAR 03/99		
9		
RSN	10	15
SUBSET 16 17		
RTP	18	27
CLASS	28	FILING 55
TAG 70		80

This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503

1a. Identify firm submitting this report:

Name: DANIEL INDUSTRIES INC.

Address: P O BOX 19097

City, State and ZIP: HOUSTON, TX 77224

Country (If other than USA):

Telephone: 713-467-6000 344003

Firm Identification No. (If Known): 29-34

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

35

1b. Check any applicable box:

- ☒ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in Item 2
☐ Dual report on behalf of self and the person identified in Item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary):

Name: DANIEL MEASUREMENT AND CONTROL INC.

Address: P O BOX 19097

City, State and ZIP: HOUSTON, TX 77224

Country (if other than USA):

Type of firm: (see list in Item 1a) EXPORTER

Firm Identification No. (if known): 344003

3. Identify exporting firm, unless same as Item 1a or 2:

Name:

Address:

City, State and ZIP:

Country (if other than USA):

Firm Identification No. (if known):

36-41

42

4. (a) Name of boycotting country from which request originated:

9858-98/14559 UAE

(b) Name of country directing inclusion of request, if different from (a) above:

43-44

5. Name of country or countries against which request is directed:

ISRAEL

45-46

6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

9858-98/14559

71-77

7. Date firm received request: (use digits for month/day/year)

12/30/98

47-52

8. Specify type(s) of document conveying the request:

- ☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

53-54

- ☐ Letter of credit
☐ Requisition/purchase order/accepted contract/shipping instruction
☒ Bid invitation/tender/proposal/trade opportunity
☐ Questionnaire (not related to a particular dollar value transaction)
☐ Other written (specify)

Submit two copies of each document or relevant page in which the request appears

9. Decision on request: (Check one)

- ☒ Have not taken and will not take the action requested.
☐ Have taken or will take the action requested.
☐ Have taken or will take the action requested and claim it is subject to a grace period (attached detailed explanation).

56-57

- ☐ Have taken or will take the action requested but in a modified form (attach detailed explanation).

- ☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

PD 01/28/99

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

1. ☒ (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:

- ☐ Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)
☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.

2. ☐ I (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Patricia Benham

Type or print

PATRICIA BENHAM

Date 01/28/99

NPCC GENERAL PURCHASE CONDITIONS
(REF. NGPC-001)

ARTICLE 29 : WAIVER

None of the conditions of the CONTRACT shall be considered waived by COMPANY or SUPPLIER unless such waiver is given in writing to the other PARTY. No such waiver shall constitute a waiver of any past or future default, breach or modification of any of the conditions of the CONTRACT unless expressly stipulated in such waiver.

ARTICLE 30 : PACKING & MARKING

SUPPLIER shall strictly comply with the Packing & Marking Instructions, if any, specified in the CONTRACT. In the absence of any specific instructions in this regard SUPPLIER shall ensure that the packing and marking are to the best international standards and adequate to withstand all hazards during shipment and storage. Any loss/damage resulting from insufficient/defective packing/markings shall be to the account of SUPPLIER.

ARTICLE 31 : BOYCOTT OF ISRAEL

SUPPLIER and his assignees, SUBCONTRACTORS shall abide by and strictly observe all regulations and instructions in force from time to time by the league of Arab States regarding the Boycott of Israel especially those related to blacklisted companies, ships and persons.

Every consignment shall be accompanied by a Certificate of Origin certified by the respective Chamber of Commerce and authenticated by the U.A.E. Embassy/Consulate in the country of origin and in the absence of U.A.E. Embassy/Consulate there by any Arab Embassy/Consulate in the same country.

No material shall be procured which has been wholly or partially manufactured by the blacklisted company, and COMPANY shall not be liable for its confiscation or penalties thereto.

No consignment shall be shipped on the blacklisted ship or on a ship calling at an Israeli Port, and COMPANY shall not be bound by law to receive by such conveyance SUPPLIES ordered.

Documentation in regard to the boycott shall be as required by COMPANY and as called for observance in the CONTRACT.

ARTICLE 32 : STORAGE OF SUPPLIES

If so required by COMPANY, SUPPLIER shall withhold shipment and store the SUPPLIES or any part thereof free of cost to COMPANY for a period of thirty days.

ARTICLE 33 : PUBLICITY AND ADVERTISING

SUPPLIER shall not, without the written permission of the COMPANY, refer to COMPANY in respect of SUPPLIES furnished under the CONTRACT in any advertisement or publication.

ARTICLE 34 : EXCESS OR INCORRECT SUPPLIES

Without prejudice to COMPANY's rights under the CONTRACT and/or at Law, should SUPPLIES be delivered in error or in excess of the quantity ordered, COMPANY may return same to SUPPLIER at SUPPLIER's risk and expenses.

ARTICLE 35 : APPLICABLE LAW

35.1 The laws, regulations and orders of the Emirate of Abu Dhabi and of the United Arab Emirates shall apply to CONTRACT. Abu Dhabi law, includes any law (national, state, municipal, local or others) requirements, ordinance, rules, decree or regulation of any governmental authority or agency (national, state, municipal, local or others).

35.2 SUPPLIER shall obtain all licences, permits and authorisations required by Abu Dhabi law to be obtained in the name of SUPPLIER for the performance of any part of his work hereunder which is to be performed in Abu Dhabi.

35.3 SUPPLIER shall defend, indemnify and hold harmless COMPANY from any liability or penalty which may be imposed by Abu Dhabi or the United Arab Emirates Governmental Authorities on COMPANY by reason of any failure or alleged failure of SUPPLIER to observe the provisions of Sub-Article 35.2.

35.4 The construction, validity and performance of the CONTRACT and the legal relations of the PARTIES under CONTRACT shall be governed by the laws of Abu Dhabi and of the United Arab Emirates.

ARTICLE 36 : COMMUNICATIONS

All communications of SUPPLIER regarding the CONTRACT shall be to the address specified in the PURCHASE ORDER or to such other address COMPANY may specify in writing.

ARTICLE 37 : CONTRACT NUMBER

The CONTRACT number stated in the PURCHASE ORDER shall be shown on all invoices, communications, packing lists, containers and bills of lading.

ARTICLE 38 : EXPORT LICENCE AND PERMITS

SUPPLIER shall obtain or furnish, at his cost and expense, all necessary export licences and permits for the export of SUPPLIES or any part thereof furnished under the CONTRACT.

ARTICLE 39 : ARBITRATION

All disputes arising in connection with the CONTRACT which can not be settled amicably shall be finally settled in Abu Dhabi by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration shall be conducted in the English language. The arbitration award shall be final and binding upon the PARTIES.